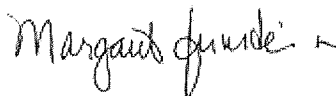


- 1) Plaintiff filed her First Amended Complaint in Cook County Circuit Court on May 18, 2018.
- 2) Defendants timely filed their Notice of Removal on June 8, 2018.
- 3) Federal Rule of Civil Procedure 81(c) requires that “[a] defendant who did not answer before removal must answer or present other defenses or objections under these rules within the longest of these periods:
 - (A) 21 days after receiving—through service or otherwise—a copy of the initial pleading stating the claim for relief;
 - (B) 21 days after being served with the summons for an initial pleading on file at the time of service; or
 - (C) 7 days after the notice of removal is filed.
- 4) Defendants mistakenly failed to file their response within the time required by FRCP 81 (c).

- 5) Since the date of the filing of its Notice of Removal, Defendants have tendered their defense to the insurer for Tact 1 pursuant to a contract for Tact 1 to provide security services for the building at issue in this matter. (See attached Exhibit A). Counsel for Defendants have already received a response from Tact 1's insurer and expects that a decision will be made within 14 days as to whether Defendants' tender of defense is accepted and whether new counsel may be assigned to protect the interests of these Defendants.
- 6) It is anticipated with the disclosure of the contract between 2101 S. Michigan and Tact 1 that Plaintiff will seek to amend her complaint to add Tact 1 as an additional defendant. Accordingly, it is Defendants' position that Plaintiff will suffer no prejudice by the request of Defendants for additional time to answer or otherwise plead to Plaintiff's operative Complaint.
- 7) Federal Rule of Civil Procedure allows that, "[w]hen an act may or must be done within a specified time, the court may, for good cause, extend the time... (B) on motion made after the time has expired if the party failed to act because of excusable neglect."

WHEREFORE, Defendants request an extension of time of 30 days and leave of this Court to file their answer or other responsive pleading to Plaintiff's First Amended Complaint.

SmithAmundsen LLC



By:

One of the Attorneys for Defendants,
Metroplex, Inc., Related Management and
2101 S. Michigan LLC

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EXHIBIT A



This is a Security Services Agreement made this September 1, 2013 by and between Tact1 LLC (Security Company) an Illinois limited liability company ("Tact1 LLC") whose office is located at 8900 S. Bennett Ave. Chicago, IL 60617 and 2101 Michigan investors, an Illinois limited partnership, the owner of 2101 s. Michigan Avenue Apartments ("owner") whose office is located at 200 E. Randolph Street, Suite 200 Chicago, IL 60601.

Owner desires to purchase services from Tact1 LLC and to have Tact1 LLC furnish 2101 South Michigan Apartments with security personnel with security equipment, if any, as shall be mutually agreed upon by 2101 South Michigan Apartments and Tact1 LLC. Tact1 LLC desired to provide 2101 South Michigan Apartments with security services and Security Personnel on the terms and conditions set forth in this Security Services Agreement. Accordingly, 2101 South Michigan Apartments and Tact1 LLC agree as follows:

The term of this agreement shall commence on September 1, 2013 and shall continue in effect until either party gives the other written notice within no less than thirty (30) days in advance, specifying the date of termination.

Tact1 LLC will bill 2101 South Michigan Apartments for services rendered on bi-monthly basis. Invoices will be mailed or delivered to such office as 2101 South Michigan Apartments may direct and are payable upon receipt without offset or abatement. A late charge equal to the lesser of (i) 1 - 15% per month or (ii) the highest rate allowed by law will be added to all invoices not paid within thirty (30) days of the invoice date. 2101 South Michigan Apartments agrees to pay any reasonable attorney's fees and other costs which may be incurred to collect any unpaid invoices. Checks are to be made payable to Tact1, LLC.

2101 South Michigan Apartments agrees to pay Tact1 LLC the following amounts for said Security Personnel, plus all applicable sales, use and service tax, if any:

PERSONNEL OR EQUIPMENT	STANDARD HOURLY RATE	OVERTIME HOURLY RATE	HOLIDAY HOURLY RATE
Armed	\$17.75	N/A	\$26.63
Unarmed	\$17.00	N/A	\$25.50

Holiday rate shall apply to the following national holidays: New Year's Day, Martin Luther King Jr., Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Charges for fractions of any hour shall be rounded up to the nearest half-hour.

Tact1 LLC is an independent security contractor and exercises its own judgment with respect to the conduct of its business. Tact1 LLC shall be responsible for the direct supervision of all Security Personnel provided under this Agreement and such Security Personnel shall be considered employees of Tact1 LLC and not 2101 South Michigan Apartments, nor Metroplex, Inc., the managing agent of 2101 South Michigan Apartments. Tact1 LLC will exercise control over the conduct of its employees and will pay all wages and all applicable social security taxes, unemployment taxes, and any similar taxes with respect to same.

2101 South Michigan Apartments acknowledges that Tact1 LLC is not an insurer. Tact1 LLC makes no warranty, expressed or implied, that the services furnished pursuant to this Agreement will avert, prevent or avoid occurrences or consequences therefrom. The amounts payable to Tact1 LLC under this Agreement are based upon the value of the services and are unrelated to the value of 2101 South Michigan Apartments property or the property of others located in or about 2101 South Michigan Apartments premises. The services provided under this Agreement are solely for the benefit of 2101 South Michigan Apartments and neither this Agreement nor any services rendered hereunder shall give rise to, or shall be construed so as to confer, any rights on any other party as a third party beneficiary or otherwise and 2101 South Michigan Apartments agree that Tact1 LLC shall be liable only for personal injury or property damage resulting directly from the negligence (or the proportionate share any concurrent negligence) by Tact1 LLC, its officers and employees acting within the scope of their employment and within the scope of the services intended to be rendered under this Agreement. Moreover, any and all of the foregoing liability shall be subject to the following limits:

- (1) Worker's compensation covering Security Personnel engaged in the furnishing of services under this Agreement as required by state statute. Employer's liability with a limit of \$1,000,000.00
- (2) Personal injury (which includes false arrest, detention or imprisonment, malicious prosecution, libel, slander, defamation of character or violation of right of privacy) with a limit of \$2,000,000.00 per occurrence.
- (3) Property damage with a limit of \$1,000,000.00 per occurrence.
- (4) Bodily injury resulting solely from the operation of vehicles owned and/or leased by Tact-1 and used in providing the services to be rendered under the Agreement with limit of \$2,000,000.00 per person and \$1,000,000.00 per occurrence, and property damage with a limit of \$1,000,000.00 per occurrence.
- (5) Bodily injury resulting solely from the operation of vehicles owned and/or leased by Client and used in providing the services to be rendered under the Agreement with a limit of \$1,000,000.00 per person and \$1,000,000.00 per occurrence, and property damage with a limit of \$1,000,000.00 per occurrence.
- (6) Bodily injury resulting as a ride along by Security Personnel in a vehicle owned and/or leased by client and used in providing the services to be rendered under the Agreement with limit of \$1,000,000.00 per person and \$1,000,000.00 per occurrence, and property damage with a limit of \$1,000,000.00 per occurrence.
- (7) Umbrella liability with a limit of \$2,000,000.00

The service to be rendered under this Agreement by Tact1 LLC shall be in conformity with operating procedures mutually upon by 2101 South Michigan Apartments and Tact1 LLC. If, at the request of 2101 South Michigan Apartments, Security Personnel are assigned duties other than those agreed by Tact1 LLC, 2101 South Michigan Apartments shall assume complete responsibility for any and all liability arising therefrom. Tact1 LLC will remove from service (as soon as a qualified replacement

is available) any Security Personnel who, in 2101 South Michigan Apartments opinion, are not qualified to perform the work assigned.

2101 South Michigan Apartments agrees that it will not, for a period of one (1) year after termination of this Agreement, employ directly or indirectly as security personnel any Security Personnel utilized by Tact1 LLC in the performance of the Agreement.

The rate quoted above will remain in effect for one year at which time upon completion of the first fiscal year, Tact1 LLC's rates will increase to accommodate employee cost of living, raises, and operating expenses incurred by Tact1 LLC. In the event of any change in any federal, state or local law, rule, regulation or administrative ruling or in any collective bargaining agreement effecting any change in work hours, pay rates, working conditions or cost of performing this Agreement, Tact1 LLC shall notify 2101 South Michigan Apartments in writing of the change in the rates to charge 2101 South Michigan Apartments and the effective date of the change.

If 2101 South Michigan Apartments requests additional Security Personnel or other security services during the term of the Agreement and Tact1 LLC agrees to provide additional Security Personnel or other security services, then such additional Security Personnel and security services shall be deemed to be provided pursuant to the terms and conditions of this Agreement (with the exception of the provisions regarding rates, starting times and dates) unless a separate agreement is executed by Tact1 LLC and 2101 South Michigan Apartments with respect thereto.

Tact1 LLC reserves the right to terminate this Agreement immediately after seven (7) days written notice upon default by 2101 South Michigan Apartments in payment of any monies due hereunder. Tact1 LLC may also terminate this Agreement immediately and without notice if at any time during the term hereof (i) there shall be filed by or against 2101 South Michigan Apartments in any court, pursuant to any statute, either in the United States, or of any state, territory or possession, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver to receive all or a portion of 2101 South Michigan Apartments' property, (ii) 2101 South Michigan Apartments makes any assignment for the benefit of creditors, or (iii) after written notice to owner and reasonable amount of time to cure, 2101 South Michigan Apartments breaches any of the terms or obligations contained in this Agreement.

This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, understanding by and between the parties, whether written or oral. This Agreement may not be altered, modified or amended, except in writing properly executed by unauthorized representatives of Tact1 LLC and 2101 South Michigan Apartments.

This Agreement is not assignable by 2101 South Michigan Apartments without the prior written consent of Tact1 LLC. Any attempt to make such an assignment shall give Tact1 LLC the right to elect to continue or immediately terminate this Agreement.

Any notice, requests, demands or other communication required, contemplated or permitted by this Agreement by any party shall be in writing and shall be delivered either by personal delivery or by certified mail, return receipt requested, postage paid or by nationally recognized overnight delivery carrier addressed to the other party at its address set forth herein or at such other address as the other party may have designated by written notice given hereunder.

Failure of Tact1 LLC to enforce any of the provisions of this Agreement, or any of its rights with respect thereto, or to exercise any election herein provided, shall in no way be considered a waiver of such provisions, rights or elections or in any way effect the validity of this Agreement. The exercise by Tact1 LLC of any of its rights herein or any of its elections under the terms or covenant herein shall not preclude or prejudice Tact1 LLC from exercising the same or any other right it may have under this Agreement, irrespective of any previous action or proceeding heretofore taken by Tact1 LLC hereunder.

Tact1 LLC shall not be liable for failure to perform this Agreement due to strikes, wars, civil unrest, revolution, acts of God or any cause beyond which Tact1 LLC reasonable control nor for any consequential or special damages regardless of the reason for Tact1 LLC failure to perform.

Headings are included for ease of reference only and shall be given no legal effect whatsoever.

This Agreement shall be governed by the internal laws of the State of Illinois.

Sales representatives are not authorized to sign this Agreement for Tact1 LLC. This Agreement shall not become binding upon Tact1 LLC until executed by an authorized manager or offices of Tact1 LLC.

Additional locations may be added as approved by Tact1 LLC and 2101 South Michigan Apartments.

Either party to this Agreement shall have the right to terminate this agreement after service of written notification of such intention to the other party at least (30) days prior to such termination.

Entered into and agreed upon this date September 1, 2013 by:

2101 Michigan Investors


By: Metroplex, Inc., Its authorized agent



Authorized Agent/Representative of

7/25/13
Date

2101 South Michigan Apartments
2101 S. Michigan Ave.
Chicago, IL. 60616



Authorized Agent/Representative of
Jerry Brown, CEO.

07-18-13
Date

Tact 1 LLC (Security Company)
8900 S. Bennett Ave.
Chicago, IL. 60617

ADDENDUM TO SECURITY SERVICES AGREEMENT

Security Officer Responsibilities

This Addendum to Security Services Agreement ("Addendum") is entered into between Tact1 LLC, an Illinois limited liability company ("Tact1 LLC") and 2101 Michigan Investors, an Illinois limited partnership, the owner of 2101 S. Michigan Avenue Apartments ("Owner") and is attached to and made a part of that certain Security Services Agreement entered into between said parties and dated September 1, 2013 ("Agreement").

To the extent there are any conflicts between the terms of this Addendum and the Agreement, the terms of this Addendum shall apply.

SCHEDULE

A Tact1 LLC security guard shall be scheduled to work 24 hours per day, 7 days per week at the main entry desk ("Door Guard"). There will be three daily shifts as follows:

- 8:00 a.m. to 4:00 p.m.
- 4:00 p.m. to 12:00 a.m.
- 12:00 a.m. to 8:00 a.m.

In addition, an additional security guard shall be scheduled to work from 6:00 p.m. to 2:00 a.m., 7 days a week ("Secondary Guard"). This security guard shall be required to walk the premises and exterior of the building.

ATTIRE

Each Door Guard shall be required to wear a blue blazer, white collared dress shirt with tie, and blue or black dress pants. No caps or hats shall be worn unless approved by the property manager.

GUESTS

The Door Guard must check the identification of all guests and record the guest information on the Visitor Sign-In Sheet. A sample copy is attached as Attachment 1.

The guest must provide a photo ID such as a current driver's license, state issued ID, passport, school picture or work ID.

Non-picture ID's are not acceptable.

Guests who do not have a photo ID will be denied entry into the building and will be directed to the management office.

Once the guest has provided the proper ID to the Door Guard on duty, the Door Guard will call the tenant to ask if they wish to approve the guest entry into the building. If the tenant authorizes entry to the guest, the Door Guard will open the lobby door and direct the guest to the tenant's apartment. The

Door Guard will then note the time and name of the tenant who granted access to the guest on the Visitor Sign-In Sheet.

If a visitor wishes to visit the management office, the Door Guard will obtain the name of the visitor and call the management office to notify a staff member that a visitor is waiting to see them. The staff member will instruct the Door Guard to direct the visitor to the management office or ask them to wait in the community room until a staff member is available to greet them. The Door Guard will note the date, time, and name of the visitor on the Visitor Sign-In Sheet.

VENDORS

Door Guards must require all vendors and contractors visiting the property to sign in and out on the Vendor Sign-In Sheet maintained at the front desk. A Sample copy is attached as Attachment 2. The Door Guard will then notify the appropriate staff member that the contractor or vendor is waiting at the front desk.

PACKAGES

If a delivery company (UPS, FEDEX, etc) has a delivery to make to a tenant, the Door Guard will call the tenant's apartment and request the tenant's permission to allow the delivery person access into the building. The delivery person must sign in and out on the Vendor Sign-In Sheet.

In the event the tenant does not answer the Door Guard's telephone call, the Door Guard will check the delivery book located at the security desk to see if the tenant has a signed waiver and release form on file allowing management to accept packages on the tenant's behalf. A sample copy of the Package Release Form is attached as Attachment 3. If the tenant has a waiver and release form on file, the Door Guard will accept the package from the delivery person and record the tenant's name, apartment number, and the time the tenant's package was received on the Package Receipt Log located at the front desk. A sample copy of the Package Receipt Log is attached as Attachment 4. The Door Guard will then place the package in the package room located in the back hallway to be secured until the tenant can pick it up. The Door Guard will call the tenant and leave a message advising them of the package and that they may contact the Door Guard or the management office to pick up it up. In addition, the Door Guard will inform the management office of the delivery and management will send a written notice to the tenant advising them that they have a package waiting to be picked up.

If the tenant does not have an executed Package Release Form on file, the Door Guard shall not allow the delivery person entry to the building, but shall inform the delivery person that the tenant is not home and the property does not have authorization to accept the package on their behalf.

ROUNDS

Except from 6:00 p.m. to 2:00 a.m. when a Secondary Guard shall be walking the premises, Door Guards are required to conduct a walking inspection of the interior stairwells and hallways of the building at least one time per shift.

The Secondary Guard shall, in addition to walking the above locations during his shift, also conduct a walking inspection of the parking garage and the exterior perimeter of the property from time to time during the shift.

When walking the perimeter and the garage, special attention will be paid to identifying unauthorized vehicles, vandalism, and any suspicious person (s) loitering around the building.

All security guards are to complete a Dailey Incident Report identifying the nature of any incident, disturbance, maintenance or safety issue they observe and submit the report(s) to the property manager at the end of each shift worked. The property manager will review these Daily Incident Reports and take any necessary action. A copy of the Daily Incident Report is attached as Attachment 5.

If a security guard has an incident that requires immediate attention, such as but not limited to maintenance issues, safety matters such as burned out lights, door lock issues, etc, the security guard will call the on call maintenance person. If the issue is a fire hazard or any other matter the security guard believes should be brought to the attention of the management, the security guard will call the property manager or assistant manager.

If the incident is an emergency that requires the police, fire department or a paramedic response, the security guard will call 911 immediately and report the emergency to the proper authorities. The security guard will be certain to include all pertinent information, including the nature and location of the emergency and the name of the tenant(s) involved. When emergency services are called, the security guard must immediately notify the property manager, assistant manager or maintenance supervisor. In the event the security guard cannot reach the property manager, assistant manager or maintenance supervisor, the security guard will call the management supervisor.

EMERGENCIES

If the security guard receives a call from a tenant regarding a maintenance issue that is determined to be a health safety issue, the security guard will immediately contact the management office staff during regular office hours or the on-call staff person if after regular office hours. The security guard will provide the staff member with a description of the nature of the health and safety issue, the tenant contact information and the unit number. Below are examples of health safety issues that must be addressed immediately by maintenance:

- A failure or service interruption in the delivery of electricity, gas, or water service.
- A failure of the heating system or complaints of inadequate heat;
- A failure of the air conditioning system;
- A breakdown of elevator service;
- Complaints of plumbing problems;
- Non-functioning refrigerator or stove;
- Malfunctioning fire alarm system and or smoke detectors;
- Property damage, such as broken glass, which may create a risk to the safety and security of the tenants or the property or which may result in the increased costs to the property, like excessive loss of heat;

- Repairs that, left unattended, would expose individuals to personal injury;
- Issues related to the removal of garbage.

If the health and safety issue requires the assistance of the police, fire department or a paramedic response, the security guard will call 911 immediately and report the emergency to the proper authorities and include all pertinent information, including the nature and location of the emergency and the name of the tenant(s) involved. When emergency services are called, the security guard must notify the manager and maintenance person on call.

The security guard will advise tenants who call with non-health and safety issues or non-emergency maintenance service requests, to please contact the management office during regular office hours.

The security guard is required to complete a Daily Incident Report detailing all health and safety issues and emergency incidents. The Daily Incident Report will provide all the details and action taken in regards to any emergency that required attention. The report shall be given to the property manager for review at the end of the security guard's work shift. If the management office is closed, the security guard should slip the incident report(s) through the office mail slot.

All security guards shall be familiar with and follow the Emergency Evacuation Plan Procedures and, in particular, the procedures set forth in Parts 5-11 to 5-21 thereof. A copy of these sections is attached hereto as Attachment 6. All security guards shall be required to participate in any training in connection with the property's Emergency Evacuation Plan.

REPORTS

All security guards are required to complete a daily report for each shift they complete. A sample copy of the Dailey Incident Report is attached as Attachments 5.

All security guards must sign the call monitoring acknowledgement form acknowledging their knowledge and understanding that the security desk phone line is recorded. The security desk phone line is for work related calls only. Security guards are prohibited from using the phone line for personal phone calls.

The names of all guests and vendors must be logged in the appropriate logbook as described above and maintained at the security desk.

DISTURBANCES

The security guard is to investigate any tenant complaint of a disturbance relating to but not limited to excessive noise, fighting, loitering, etc.

If the complaint is regarding a non-emergency maintenance issue, the tenant should be instructed to call the management office during regular business hours.

After the security guard has investigated the complaint, he or she must complete a Daily Incident Report and document the nature and details of the complaint. Once completed, the report must be given to the property manager no later than the end of the security guard's shift.

If the complaint is of a serious or criminal nature, the security guard should immediately notify the police and the property manager. If the complaint is of an emergency nature that requires police, fire department or paramedic response, the security guard should immediately call 911 and then contact the property manager.

LAUNDRY ROOM

The security guard on duty will lock the laundry room door on the mezzanine level each day at 11:00 p.m. and unlock the door each morning at 7:00 a.m.

ELEVATOR

In the event the elevator is not working properly, the security guard will contact the property manager and request direction. If the property manager is not available, the security guard will contact the assistant manager or the maintenance supervisor for direction. If repair service is required for the elevator, the property manager, assistant property manager, or maintenance supervisor will contact the elevator company. If necessary, the security guard will use the elevator keys provided and lock off the elevator that is not functioning properly.

A weekly freight elevator schedule will be provided to the security guard on a daily basis. This schedule will indicate the name of the tenant(s) and the date(s) and block of time(s) they have reserved the freight elevator. The security guard is only permitted to lock off the freight elevator for those tenants listed on the freight elevator schedule. Tenants who are not listed on the freight elevator schedule will not be allowed exclusive use of the freight elevator. The security guard should instruct any tenant not listed on the schedule who wishes to use the freight elevator to contact the management office.

LOCK OUTS

The security guard will direct tenants who are locked out of their units during regular business hours to the management office for assistance. In the event of an after-hours tenant lock out, the security guard will check the person's photo identification to confirm their identity and verify that they are listed on the authorized tenant directory list. The authorized tenant directory list shall be maintained on the security guard's computer. If the tenant's identity is confirmed, the security guard will then contact the on-call maintenance person and direct him or her to grant access to the tenant's apartment unit. The security guard is not permitted, under any circumstance, to unlock and grant entry to any unit. In the event a minor under the age of 13 is locked out, the security guard is required to contact the tenant and advise them that we cannot admit the minor unless a leaseholder over the age of 13 is present in the unit. If the security guard is unable to reach the tenant, the security guard will call the emergency contact number for assistance in reaching the tenant. If the security guard cannot reach the tenant or emergency contact they should call the manager or assistant manager for assistance.

TENANT RENTAL PAYMENTS

The security guard is prohibited from accepting rental payments in any form from a tenant. Any tenant, who wishes to make a rental payment after regular office hours should be directed to place their payment in the management office drop slot located on the first floor back hallway of the building.

INSURANCE

- A. Tact1 LLC shall purchase from and maintain in a company or companies with an A.M. Best Rating of A-VIII or better and lawfully authorized to do business in the jurisdiction in which the Property is located and otherwise reasonably acceptable to Owner such primary insurance and in such limits as set forth in the Agreement and as will protect Tact1, the Owner and Owner's agent from all claims including, but not limited to, those that may arise out of or result from operations of the Tact1 LLC under the Agreement and for which the Tact1 LLC may be legally liable. The policy of commercial general liability insurance shall name the Owner and Metroplex, Inc., its agent, as additional named insureds.
- B. In addition to the coverages set forth in the Agreement, Tact1 shall also purchase and maintain Commercial Automobile Liability insuring all owned, non-owned, and hired vehicles with limits of not less than \$1,000,000 each accident.
- C. All limit requirements of insurance policies as set forth in the Agreement can be achieved by any combination of underlying and Umbrella policies. The certificate and all applicable policies or endorsements must state that the General Liability Insurance is primary irrespective of other insurance covering the additional insureds and the insurance company will not seek contribution from other insurance available to the additional insured(s), and that the insurer waives subrogation against the additional insureds.
- D. Concurrently with the execution of this Agreement, Tact1 LLC shall deliver to the Owner a Certificate of Insurance in a form acceptable to the Owner evidencing the coverage set forth by this Agreement. Tact1 LLC policies and the Certificate of Insurance will name the Owner, the Agent and, if applicable, any mortgage lenders of Owner as additional insureds. In no circumstance shall Tact1 LLC commence any Work without the issuance of policies for all the insurance coverage specified in this section. The Certificate of Insurance and insurance policies shall contain a provision that coverage under the insurance policy will not be canceled, allowed to expire or reduced in coverage until after thirty (30) days prior written notice has been given to the Owner, except 10 days notice for non-payment of premium. Contractor warrants that it will maintain coverage for two years after completion of Work.